



## **STATE OF GEORGIA**

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## **STATE OF GEORGIA**

### ***STANDARD***

### **TERMS AND CONDITIONS**

1. Subcontractor Payment Quarterly Report: On the tenth day of the first month of each calendar quarter, the Contractor shall provide a report of all payments, that together total more than \$2500 to any single subcontractor, supplier, business partner, joint venture and / or agent, that the contractor has used to fulfill the requirements of this contract. The report shall provide the name of the business, their Federal Employment Identification (FEI) number, the purchase order or contract number and the amount paid. Again, reports are due on the 10th day of January, April, July and October for the previous quarter. All reports shall be forwarded to: Department of Administrative Services, Office of Small and Minority Business, 200 Piedmont Avenue, West Tower, Atlanta, Georgia 30334
2. Vendor shall transfer and deliver to the User Agency named all of the goods and/or services described herein for the consideration set forth herein.
3. Delivery shall be made to the address listed on the Purchase Order and within the time specified.
4. Risk of loss of the goods shall pass to User Agency upon acceptance only.
5. Title to the goods shall remain with Vendor until acceptance by User Agency.
6. Vendor warrants that the goods are merchantable and as described herein.
7. User Agency shall have the right to inspect the goods at the time and place of delivery.
8. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
9. No right or interest in the contract shall be assigned by Vendor without the written permission of the User Agency and the Department of Administrative Services, and no delegation of any obligation owed or of the performance of any obligation by Vendor shall be made without the written permission of the User Agency and the Department of Administrative Services. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. This agreement shall be governed in all respects by the laws of the State of Georgia.
11. Items on this order are exempt from Federal Excise Tax (No. 56700047K) and Georgia Sales and Use Tax.
12. This issuance of this order does not and will not violate the provisions of sections 45-10-20 et. seq. of the Official Code of Georgia Annotated.
13. All goods and/or services supplied pursuant to this purchase order shall, unless otherwise stated,

conform exactly to all of the descriptions, specifications, and attachments contained in the Request for Quote upon which this order is based; and the terms, conditions, and specifications of the Request for Quote are incorporated herein by reference and made a part hereof.

14. Any and all cuts, negatives, positives, artwork, plates, engravings, and other materials owned by the State or paid for in any State printing order shall become and remain State property and shall be delivered to the State upon request.
15. Bills should be submitted in triplicate directly to the User Agency named, and this purchase order number should be shown on each bill submitted.
16. In the event that this order is issued with an attached Agency Contract or Standard Agency Agreement, the terms and conditions of such latter document shall govern in the event of any conflict with these terms and conditions.
17. This Purchase Order is issued and will be filled in accordance with the provisions of the Georgia Vendor Manual, and the terms, conditions and specifications of the Request for Quote.
18. Drug Free Workplace
  - A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of any contract resulting from this Request for Quote.
  - B. If contractor is an entity other than an individual, it hereby certifies that:
    1. A drug-free workplace will be provided for the Contractor's employees during the performance of any contract resulting from this Request for Quote; and
    2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As a part of the subcontracting agreement with (contractor's name, subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
  - C. Contractor may be suspended, terminated, or debarred if it is determined that:
    1. The contractor has made false certification hereinabove; or
    2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.
19. Prices stated are F.O.B. destination.
20.
  - A. Year 2000 Compliance and Capability -- any software, application, hardware, firmware, equipment, embedded chip or other applicable item purchased by, leased by, or licensed to the State of Georgia or any of its institutions must be "Year 2000 Compliant". "Year 2000 Compliant" means that the software, application, hardware, firmware, equipment, embedded chip or other applicable item which is represented to be Year 2000 Compliant (the "Item"):

- i. is able, without delay, error, invalid or incorrect results, premature endings or interruption, to consistently and correctly recognize, handle, accept, sort, manipulate, calculate, display, store, retrieve, access, compare and process date, year and time data and information before, between, during and after January 1, 1999, September 9, 1999, December 31, 1999, January 1, 2000, February 29, 2000, March 1, 2000 and any other date after December 31, 1999 (all of the foregoing being collectively defined as the "Relevant Dates", including, but not limited to, accepting any date, year or time data, and performing calculations or other operations or functions on dates, years or times or portions of dates, years or times, in a manner acceptable to the STATE and without delay, error, invalid or incorrect results, premature endings or interruption;
  - ii. before, between, during and after any of the Relevant Dates, functions accurately in accordance with any applicable specifications or documentation approved by the STATE and without delay, interruption, premature endings, error, incorrect or invalid results or changes in operations associated with the occurrence of any of the Relevant Dates or the advent of any new century, year, leap year or any other date, year or time related matter;
  - iii. consistently and accurately responds to, stores and provides output of two-digit year data or six-digit date data in a manner acceptable to the STATE, and properly resolves any ambiguity as to century or year in a disclosed, defined and predetermined manner acceptable to the STATE;
  - iv. will not be adversely affected in any manner by the advent of the year 2000 A.D. or the passing or transition of any year, century or other Relevant Date;
  - v. has been designed to accommodate same century and multi-century formulas and date values, and date data interface values that reflect the century;
  - vi. consistently, correctly, accurately, unambiguously and without delay, error, invalid or incorrect results, premature endings or interruption, receives, provides, processes and interfaces date, year and time data between all Items and all other software, applications, hardware, firmware, equipment, embedded chip or other applicable items, in a disclosed, defined and predetermined manner acceptable to the STATE.
- B. Contractor Representations and Warranties Related to Year 2000 Compliance and Capability -- Contractors unconditionally represent, warrant and covenant that:
- a. all of the hardware, software, applications, firmware, equipment, embedded chips and other systems which are provided to the STATE by Contractor (or anyone on behalf of Contractor) (collectively, the "Provided Items"), or which are utilized by the Contractor for the STATE (collectively, the "Utilized Items"), and any services that Contractor may provide to the STATE (collectively, "Contractor Services"), are fully and unconditionally Year 2000 Compliant, without any action which needs to be taken by the STATE, and all of Provided Items, Utilized Items and Contractor Services will properly and accurately perform all time, year and date-related and other calculations and activities before, between, during and after all Relevant Dates, without delay, interruption, premature endings, invalid or incorrect results, error, lack of consistency or termination; and
  - b. Contractor will immediately, and at no charge to the STATE, repair or replace any

Provided Items, Utilized Items or Contractor Services that are not Year 2000 Compliant, with replacement Provided Items, Utilized Items and Contractor Services which are:

- i. fully Year 2000 Compliant;
- ii. of equivalent or better functionality in accordance with the requirements of this Agreement and the STATE;
- iii. approved by the STATE;
- iv. provided in such a manner so as to minimize interruption to the STATE'S ongoing operations, activities, business and processes. TIME IS OF THE ESSENCE WITH RESPECT TO ALL OBLIGATIONS OF CONTRACTOR.

C. The foregoing representations, warranties and covenants shall survive any expiration or termination of this Agreement. Nothing in the foregoing representations, warranties or covenants shall be construed in any manner so as to limit any rights or remedies of the STATE under this Agreement, at law or in equity.

**REQUEST FOR QUOTE  
INSTRUCTIONS  
AND  
ADDITIONAL TERMS & CONDITIONS**

**INSTRUCTIONS**

1. Bids will be received by the State of Georgia, Department of Administrative Services, at the Address shown on the cover of this Request for Quote until the date and time set for the bid opening.
2. In accordance with the Official Code of Georgia Annotated bid responses containing provisions for late or interest charges cannot be awarded a contract. Bidders are instructed to remove or strike through any reference to this provision in or on vendor printed forms and to initial changes prior to submitting a bid response to the State of Georgia.
3. All bid responses received will be F.O.B. destination. Vendor may, however, charge back freight and insurance. In such event, vendor shall state the exact amount of freight and insurance charges or a "shall not exceed" amount.
4. Bid Responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the request for quote, may be treated as non-responsive and may not be considered for award.
5. Bidder shall place the following information on the outside, lower left corner of the envelope containing the bid. Failure to include such information may delay opening of the bid.

**BID CLOSING DATE:  
BID CLOSING TIME:  
REQUEST FOR QUOTE #:**

6. Only one sealed bid may be sent in an envelope. If you are quoting on more than one bid, a separate envelope must be used for each bid.

## TERMS & CONDITIONS

7. The offer conveyed by this bid shall remain open for a period of thirty (30) days from the date of opening.
8. Any cash discount offered to the State must be clearly shown in the space provided on the Request for Quote. Cash discounts offered from one (1) percent up to five (5) percent for payment in thirty (30) days or more, will be considered for the purposes of evaluation. Any further cash discount will not be considered in the evaluation.
9. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
10. This RFQ also governed by State of Georgia Standard Terms & Conditions found a State Purchasing  
web site [www.doas.state.ga.us](http://www.doas.state.ga.us).  
May 22, 2000

As of